

# ***BUFFALO***<sup>™</sup>

## **ATHLETICS**

March 13, 2019

RE: Memorandum of Understanding Offer  
Head Men's Basketball Coach – State University of New York at Buffalo

Nate:

It is with great pleasure that I offer you the revised contract for the position of Head Men's Basketball Coach for the State University of New York at Buffalo, effective March 14, 2019. This Memorandum of Understanding, which presents the material terms of our offer, will be incorporated into a formal employment contract with the University for execution at the earliest possible date. Such formal employment contract shall be subject to the Policies of the Board of Trustees of the State University of New York. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term of five years, ending on March 31, 2024.

**Your compensation as Head Men's Basketball Coach will be the following:**

- Guaranteed annual base salary of:
  - **\$612,000**
- Additional Compensation (not included in typical benefit calculations)
  - Supplemental compensation in the amount of **\$225,000**

**Incentive Compensation:**

- Incentive Compensation (including Assistants where noted): NCAA minimum Multi-Year Academic Progress Rate (APR) must be met in order to activate incentive compensation.
  - Regular Season Division I Win Total (non-cumulative)
    - 20 Wins = \$10,000
    - 24 Wins = \$15,000
  - East Division Championship (sole or shared) = \$15,000 / \$15,000 Asst. Salary Pool
  - MAC Regular Season Championship (sole or shared) = \$75,000 / \$30,000 Asst. Salary Pool
  - MAC Tournament Championship = \$75,000 / \$30,000 Asst. Salary Pool
  - Post Season NCAA Tournament (cumulative)
    - At-Large Bid = \$50,000 / \$30,000 Asst. Salary Pool
    - Round of 32 Appearance = \$15,000 / \$15,000 Asst. Salary Pool
    - Round of 16 Appearance = \$25,000 / \$25,000 Asst. Salary Pool
    - Round of 8 Appearance = \$40,000 / \$25,000 Asst. Salary Pool
    - Final Four Appearance = \$50,000 / \$30,000 Asst. Salary Pool
    - National Championship Appearance = \$75,000 / \$40,000 Asst. Salary Pool
    - National Championship = \$100,000 / \$60,000 Asst. Salary Pool
  - Post Season NIT Tournament (cumulative)

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|--|---|
| ▪ At-Large Bid                         | = \$5,000 / \$2,500 Asst. Salary Pool   |
| ▪ NIT 2 <sup>nd</sup> Round Appearance | = \$5,000 / \$2,500 Asst. Salary Pool   |
| ▪ NIT Quarterfinal Appearance          | = \$5,000 / \$2,500 Asst. Salary Pool   |
| ▪ NIT Semi-Final Appearance            | = \$10,000 / \$5,000 Asst. Salary Pool  |
| ▪ NIT Championship Appearance          | = \$10,000 / \$5,000 Asst. Salary Pool  |
| ▪ NIT Championship                     | = \$20,000 / \$10,000 Asst. Salary Pool |
| ○ MAC Coach of the Year                | = \$25,000                              |
| ○ Regional Coach of the Year           | = \$25,000                              |
| ○ National Coach of the Year           | = \$50,000                              |
| ○ Annual APR rate (non-cumulative)     |   |
| ▪ 960 or above                         | = \$5,000                               |
| ▪ 970 or above                         | = \$10,000                              |
| ▪ 980 or above                         | = \$15,000                              |
| ▪ 990 or above                         | = \$20,000                              |

#### **Terms and Conditions of Employment:**

- Terms and conditions of employment shall be governed by the Policies of the SUNY Board of Trustees.
- If you terminate the contract, or if the contract is terminated for cause, the University shall not be liable for any payments or benefits after the date of termination.
- Early Termination of the agreement by Coach would require the payment of the following amount by the coach to the University:
  - Present date through the date of the last regular or post season game, as applicable, of the 2019-2020 season - \$750,000
  - One day after the last regular or post season game, as applicable, of the 2019-2020 season through the last day of the 2020-2021 season - \$500,000
  - One day after the last regular or post season game, as applicable, of the 2020-2021 season through the last day of the 2021-2022 season - \$400,000
  - One day after the last regular or post season game, as applicable, of the 2021-2022 season through the last day of the 2022-2023 season - \$350,000
  - One day after the last regular or post season game, as applicable, of the 2022-2023 season through the last day of the 2023-2024 season - \$300,000
- A termination without cause provision by the University that will require payment of the base annual and additional salary, as set forth above, for the remainder of the term of the contract. Payment of the base annual and additional salary for the remainder of the term of the contract shall be the University's sole compensation obligation. You will have a duty to make reasonable and diligent efforts to obtain new employment, and the University's responsibilities will be to pay 50% of the difference between the annual salary of any new position and the amount of the base annual salary remaining under the contract. For purposes of the contract, termination is effective on the date you are notified in writing that your appointment will not be renewed upon expiration.
- A reasonable termination for cause provision.
- Full standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amount based upon the annual base salary where relevant.
- Monthly Car Stipend of \$400.
- University Cell Phone, laptop computer, and Ipad
- 14 Tickets to all home Men's Basketball games

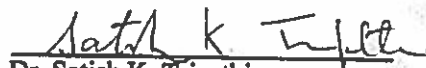
**Among other terms, your employment contract will include the following:**

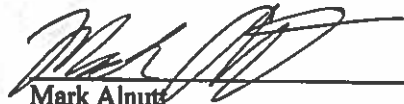
- You shall be prohibited from receiving benefits or compensation other than as described above from any other source without prior written agreement.
- Any athletically related income or benefits received from a source outside the institution must be reported to the President on an annual basis.
- You have an affirmative obligation to cooperate fully in the NCAA infractions process, including investigations and adjudication of a case.
- If you or the Men's Basketball program is found by the University to have committed a major violation of NCAA rules and regulations, whether while employed by the university or during prior employment at another NCAA member institution, you shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, including termination of employment for cause.
- A provision that you, and/or any individual or entity acting on your behalf, will not seek or apply for other positions without first providing notice to the Athletic Director. If you accept another position without providing the proper notification, you are responsible to pay to the University a buyout of the annual base salary for the remainder of the term of the contract.

While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 60 calendar days of the effective date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 60 calendar days.

Assuming that you are amenable, please indicate your acceptance by signing below. I have every confidence that you will continue to lead our Men's Basketball program with integrity and pride.

Sincerely,

  
Dr. Satish K. Tripathi  
President  
State University of New York at Buffalo

  
Mark Alnutt  
Director of Athletics  
State University of New York at Buffalo

Accepted:



Date:

3/14/19